



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPM, MNRL, MNDCL, FFL

### Introduction

On December 3, 2018, the Landlords applied for a Dispute Resolution proceeding seeking an Order of Possession based on a Mutual Agreement to End a Tenancy pursuant to Section 55 of the *Residential Tenancy Act* (the “*Act*”), seeking a Monetary Order for compensation of unpaid utilities pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord and both the Tenants attended the hearing. All in attendance provided a solemn affirmation.

The Landlord confirmed that she served the Notice of Hearing package and evidence by registered mail to each Tenant on December 7, 2018 and the Tenants confirmed that they received these packages. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenants were served the Notice of Hearing packages and evidence.

During the hearing I advised the Landlord that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other and that I have the discretion to sever and dismiss unrelated claims. As such, I advised the Landlord that this hearing would primarily address the Mutual Agreement to End a Tenancy, that her claims for utilities would be dismissed with leave to reapply, and that she is at liberty to apply for these claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on the Mutual Agreement to End a Tenancy?
- Is the Landlord entitled to recover the filing fee?

#### Background and Evidence

The parties agreed that the tenancy started on February 12, 2017 and that rent was established at \$1,300.00 per month, due on the first of each month. Neither a security deposit nor a pet damage deposit was paid.

Both parties agreed that a Mutual Agreement to End a Tenancy was signed with the Tenants on October 10, 2018 with an effective end date of the tenancy for December 1, 2018 at 12:00 PM. This agreement was entered into evidence. As the Tenants had not moved out by the effective date of the agreement, the Landlord applied for an Order of Possession.

#### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties, and the Landlord and the Tenants agreed as follows:

1. The Landlord and Tenants agreed that the Tenants will maintain possession of the rental unit but must vacate the rental unit by **April 1, 2019 at 1:00 PM**.
2. Rent for December 2018, January 2019, February 2019, and March 2019 is owed in the amount of \$1,300.00 and is due on the first of each month.
3. Rent for December 2018 and January 2019 have been paid in full.
4. The parties mutually agreed that the Tenants paid \$400.00 extra in rent for the months of September 2018, October 2018, and November 2018 and neither party will be seeking future relief for these monetary amounts.
5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this Application.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If condition one is not satisfactorily complied with, the Landlords are granted an Order of Possession effective at **1:00 PM on April 1, 2019 after service of this Order** on the Tenants.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

### Conclusion

I have recorded the terms of settlement in this decision. In support of the settlement described above and with agreement of both parties, I grant the Landlords a conditional Order of Possession, to serve and enforce upon the Tenants if necessary, effective at **1:00 PM on April 1, 2019 after service of this Order**. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, the Landlords may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 17, 2019

---

Residential Tenancy Branch